

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION

Merck Sharp & Dohme LLC,	)	Civil Action No.
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	<b><u>COMPLAINT</u></b>
Coastal Pediatric Associates, P.A.,	)	
	)	
Defendant.	)	
	)	
	)	
	)	

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Plaintiff Merck Sharp & Dohme LLC (“Merck”), by and through undersigned counsel, files this Complaint against Defendant Coastal Pediatric Associates, P.A. (“Coastal”). In support thereof, Merck states as follows:

**PARTIES AND JURISDICTION**

1. Merck is a New Jersey limited liability company with its principal place of business in Rahway, New Jersey. No member of Merck is a citizen of South Carolina.
2. Upon information and belief, Coastal is a South Carolina professional corporation with a principal place of business in Charleston, South Carolina.
3. This Complaint arises from conduct that occurred within this State and in whole or in part in Charleston County, South Carolina and, thus, this Court has jurisdiction over the subject matter and the parties named in the Complaint and venue is proper.
4. This action is between citizens of different states and the amount in controversy exceeds \$75,000, such that the requirements for federal diversity jurisdiction are satisfied.

**FACTUAL BACKGROUND**

5. Coastal, a pediatric practice, purchases vaccines from Merck.

6. In October 2022, Coastal failed to remit payment for approximately \$320,962.20 worth of products it purchased from Merck. *See* Exhibit 1.

7. On or around November 16, 2022, Merck and Coastal agreed to a payment plan pursuant to which Coastal agreed to pay the delinquent balance it owed over four weeks (the “Payment Plan”). *See* Exhibit 1.

8. Coastal failed to make payments in accordance with the Payment Plan and continued to purchase additional products from Merck.

9. Merck stopped accepting orders from Coastal in December 2022.

10. Coastal’s account remains delinquent.

11. On October 23, 2024, the undersigned counsel sent a demand letter to Coastal for payment of the current balance of \$582,807.04 by November 4, 2024.

12. Coastal failed to remit payment by the deadline and owes Merck an outstanding balance of \$582,807.04.

### **FIRST CLAIM FOR RELIEF**

#### **Breach of Contract**

13. Merck repeats and realleges the preceding allegations as if fully set forth herein.

14. Coastal entered into a binding contract with Merck when it purchased products from Merck for use in its pediatric practice.

15. By purchasing the products, Coastal agreed to remit payment for those products.

16. Merck complied with all of its obligations under the contract.

17. Coastal breached the contract by, among other things, failing to pay the outstanding balance of \$582,807.04 owed, without any legal basis for doing so.

18. As a proximate result of Coastal's breach of contract, Merck has been damaged and is entitled to recover the sum of \$582,807.04.

**SECOND CLAIM FOR RELIEF**

Account Stated

19. Merck repeats and realleges the preceding allegations as if fully set forth herein.

20. Coastal ordered \$582,807.04 of products from Merck on account.

21. Merck delivered the products to Coastal.

22. Coastal retained the products and used them in its medical practice.

23. Merck presented to Coastal the statement of the amount due under the account.

24. Coastal acknowledged the amount in Merck's statement of account and promised to pay within a specified time but failed to do so.

25. Coastal has failed and refused to pay Merck the purchase price of those products.

**THIRD CLAIM FOR RELIEF**

Unjust Enrichment

26. Merck repeats and realleges the preceding allegations as if fully set forth herein.

27. Coastal ordered \$582,807.04 of products from Merck.

28. Merck delivered the products to Coastal.

29. Coastal retained the products and used them in its medical practice.

30. Coastal has failed and refused to pay Merck the purchase price of those products.

31. Under the circumstances, it would be inequitable for Coastal to retain the benefit of the products without paying Merck.

32. As an alternative to Merck's legal claims, Coastal should be required to disgorge to Merck the \$582,807.04 by which it has been unjustly enriched.

WHEREFORE, Merck respectfully requests the Court grant the following relief:

- a. Judgment against Coastal on Merck's claims;
- b. Actual damages in the amount of \$582,807.04;
- c. Prejudgment interest at the legal rate; and
- d. Any further legal and equitable relief as the Court deems just and proper.

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*Attorneys for Plaintiff Merck Sharp & Dohme LLC*

Charleston, South Carolina  
January 21, 2025